

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**IN RE:**

APPROVAL OF GROWTH MANAGEMENT COMPLIANCE )  
GRANT AGREEMENT WITH WASHINGTON STATE )  
DEPARTMENT OF COMMUNITY, TRADE, AND )  
ECONOMIC DEVELOPMENT FOR FUNDING OF COUNTY ) **RESOLUTION NO. 00 - 032**  
GROWTH MANAGEMENT COMPLIANCE AND )  
AUTHORIZING THE CHAIRMAN OF THE BOARD OF )  
COUNTY COMMISSIONERS TO SIGN AGREEMENT ON )  
BEHALF OF LEWIS COUNTY )

WHEREAS, the Board has reviewed an interlocal grant agreement (Contract Number: s00-62900-015), hereinafter called the "Agreement", with the Washington State Department of Community, Trade, and Economic Development (DCTED) for compliance with the Growth Management Act (GMA) for the period July 1, 1999 through June 30, 2000; and ,

WHEREAS, a copy of said Contract Number s00-62900-015 is attached hereto as Exhibit A; and,

WHEREAS, after due consideration it appears to be in the best public interest to approve this Agreement with DCTED for GMA compliance; NOW, THEREFORE,

BE IT RESOLVED that the Board authorizes Lewis County to enter into this agreement with DCTED for compliance with the Growth Management Act as set forth in Exhibit A and the Chairman of the Board of County Commissioners is authorized to sign said Agreement.

Done in open session this 24th, day of January, 2000.

**APPROVED AS TO FORM:**

Jeremy Randolph, Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

By: \_\_\_\_\_

Douglas E. Jensen, Chief \_\_\_\_\_

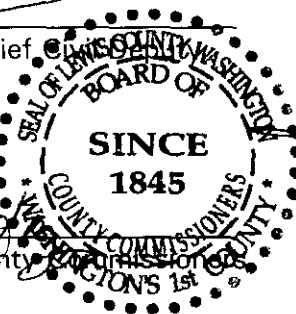
Chairman \_\_\_\_\_

ATTEST: \_\_\_\_\_

Karina Duff \_\_\_\_\_  
Clerk of the Board of County Commissioners

Member \_\_\_\_\_

Absent \_\_\_\_\_  
Member



**INTERGOVERNMENTAL AGREEMENT  
WASHINGTON STATE  
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT**

**CONTRACT NUMBER: s00-62900-015**

This AGREEMENT, entered into by and between Lewis County (hereinafter referred to as the COUNTY) and the Washington State Department of Community, Trade and Economic Development (hereinafter referred to as the DEPARTMENT), WITNESSES THAT:

WHEREAS, the DEPARTMENT has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments and local agencies serving the communities of the state for the purpose of aiding orderly, productive, and coordinated development of the state; and

WHEREAS, the DEPARTMENT also has the responsibility to administer programs and projects assigned to the DEPARTMENT by the Governor or the Washington State Legislature; and

WHEREAS, CTED has the statutory responsibility under RCW 36.70A.190 (1) to establish a program of financial assistance and incentives to counties, cities, and towns to encourage and facilitate the adoption and implementation of comprehensive plans and development regulations throughout the state; and

WHEREAS, the DEPARTMENT desires to engage the COUNTY to perform certain tasks as hereinafter specified.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING  
The total funds to be disbursed to the COUNTY, for the agreement period shall not exceed thirty-five thousand dollars (\$35,000.00).
2. AGREEMENT PERIOD  
The effective date of this AGREEMENT shall be July 1, 1999. The termination date shall be June 30, 2000.
3. SERVICE PROVISIONS  
Funds provided to the COUNTY under this AGREEMENT shall be used solely for activities undertaken to fulfill the mandates required by the Growth Management Act to implement the COUNTY'S growth management strategy as described in ATTACHMENT: SCOPE OF WORK, which, by this reference, is made a part of this AGREEMENT.
4. REIMBURSEMENT PROVISIONS  
The COUNTY shall submit an invoice voucher (Form A-19) to the DEPARTMENT upon signing this AGREEMENT for an amount equal to seventy-five percent (75%) of the total amount of funds specified in this AGREEMENT. No later than June 15, 2000, the COUNTY shall submit an invoice voucher for the remainder of the total grant amount specified in this AGREEMENT. Upon submittal of and accompanying the final voucher to the DEPARTMENT for the remainder

of the amount specified in this AGREEMENT the COUNTY shall submit to the DEPARTMENT a written report on the status of the activities set forth in ATTACHMENT: SCOPE OF WORK.

5. EVALUATION AND MONITORING

The DEPARTMENT or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all the COUNTY'S records with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this AGREEMENT. Such rights last for six years from the date final payment is made hereunder.

6. EMPLOYMENT PROVISIONS

There shall be no discrimination against any employee who is paid by the funds indicated in the AGREEMENT or against any applicant for such employment because of race, religion, color, sex, age, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

7. AGREEMENT MODIFICATIONS

The DEPARTMENT and the COUNTY may, from time to time, request changes to this AGREEMENT. Any such changes that are mutually agreed upon by the DEPARTMENT and the COUNTY shall be incorporated herein by written amendment to this AGREEMENT. It is mutually agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

8. DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY and a third party mutually agreed by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

9. TERMINATION OF AGREEMENT

A. If, through any cause, the COUNTY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the COUNTY shall violate any of its covenants, agreements or stipulations of this AGREEMENT, the DEPARTMENT shall thereupon have the right to terminate this AGREEMENT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the COUNTY describing such default or violation.

B. Notwithstanding any provisions of this AGREEMENT, either party may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by the COUNTY, and not otherwise paid for by the DEPARTMENT prior to the effective date of such termination, shall be as the DEPARTMENT reasonably determines.

10. SPECIAL PROVISION

The DEPARTMENT'S failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this AGREEMENT.

11. AMERICANS WITH DISABILITIES ACT

The DEPARTMENT and the COUNTY agree to comply with all the provisions of the Americans with Disabilities Act, Public Law 101-336, 28 CFR Part 35, and all regulations interpreting of enforcing such act.

12. HOLD HARMLESS

A. It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the DEPARTMENT and the COUNTY, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

B. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the DEPARTMENT and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

13. GOVERNING LAW AND VENUE

The AGREEMENT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the superior court of Thurston County, Washington.

14. SEVERABILITY

In the event any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, and applications of this AGREEMENT which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this AGREEMENT are declared severable.

15. RECAPTURE PROVISION

A. In the event that the COUNTY fails to expend state funds in accordance with state law or the provisions of this AGREEMENT, the DEPARTMENT reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance.

- B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the AGREEMENT. Repayment by the COUNTY of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its cost thereof, including reasonable attorney's fees.

16. REDUCTION IN FUNDS

The DEPARTMENT may unilaterally terminate all or part of this AGREEMENT, or may reduce its scope of work or budget under this AGREEMENT, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this AGREEMENT.

17. ADMINISTRATION

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for CTED is Connie Shumate, 906 Columbia Street SW, P.O. Box 48300, Olympia, Washington 98504-8300. Phone: (360) 753-4317.

The Program Manager for the COUNTY is Mr. Bob Johnson, 350 Market Boulevard, Chehalis, Washington, 98532. Phone: (360) 740-2773.

IN WITNESS WHEREOF, the DEPARTMENT and the COUNTY have executed this AGREEMENT as of the date and year written below:

DEPARTMENT OF COMMUNITY, TRADE  
AND ECONOMIC DEVELOPMENT

LEWIS COUNTY

By: Steve Will  
Assistant Director  
Local Government Division

By: Dennis Hadaller  
Title: Chairman

Date: 1-27-2000

Date: 1-24-2000

Federal Tax Identification Number

916001351

Approved as to Form

Alan Copsey  
Assistant Attorney General

November 8, 1999  
Date

**ATTACHMENT: STATEMENT OF WORK**  
**Lewis County**  
**Contract #: s00-62900-015**  
**Adoption of Development Regulations to Implement**  
**the**  
**Lewis County Comprehensive Plan**

The Jurisdiction is responsible for the presentation of all contract deliverables set forth below. The process and product shall be substantially consistent with the Jurisdiction's grant application submitted to the Department for this round of funding and with the requirements of the Growth Management Act. Deliverables will be provided to the Department in paper format. At the Department's or the Jurisdiction's request, deliverables may be provided in electronic format.

**Project Description:** The goal of Lewis County, is to adopt development regulations consistent with the adopted Lewis County Comprehensive Plan, and in compliance with the Growth Management Act. Since Lewis County has never had zoning regulations, one of the main goals is to enact a zoning code, which *will include concurrency*. Secondary goals include the adoption of a subdivision code, including provisions for long and short plats, large lot subdivision, and boundary line adjustments. In the course of our review of existing regulations, the County will also review other regulations to ensure that they are consistent with the comprehensive plan, including but not limited to, the Critical Areas Ordinance and Resource Lands Ordinance. It is the intent of the Lewis County Planning Commission to review all land use regulations for internal consistency and consistency with the adopted comprehensive plan.

**Milestones:** Lewis County has been in the process of review of development regulations since before application for this grant. Since application, a draft subdivision code has been prepared and is before the planning commission for review and recommendations to the Board of County Commissioners. A public hearing was held for public comment on that document, on November 16, 1999.

Several amendments to the interim development regulations have been proposed and will be before the planning commission on November 30, 1999 for a public hearing.

The planning commission has been working on a draft zoning ordinance and a working draft is expected sometime before the end of December 1999. The proposed timing for the completion of review and adoption of the development regulations is as follows:

**December 31, 1999:** Planning Commission Recommended Draft Subdivision Ordinance (working draft submitted to DCTED for comment in November, 1999)

**January 31, 2000:** Planning Commission Recommended Draft Zoning Ordinance

**February 28, 2000:** Public Hearings on BOCC proposed subdivision and zoning ordinances

**March 30, 2000:** Final review of proposed ordinances, including review and proposed amendments to other development regulations, as required.

**April 15, 2000:** Adoption of zoning, subdivision ordinances, amendments to other land use regulations as required.

**Deliverables:** Deliverables will include draft ordinances (*February 28, 2000*) and adopted ordinances (*April 15, 2000*), including subdivision, *concurrency* and zoning codes. Also, any draft and adopted amendments to existing land use regulations resulting from the review process will be submitted to DCTED as deliverables. Due dates for those documents have been addressed previously, in Milestones.

**Resources:** Lewis County planning staff will perform most of the functions necessary for completion of the project. Most of the financial burden associated with the adoption of *development regulations* will borne by Lewis County, including staff salaries, costs associated with publication, copying, rental of meeting rooms, etc. In addition, the County will hire a consultant to assist in development of the proposed regulations. Since the County has no zoning ordinance, working from scratch to develop one will be a monumental task, and without assistance, the project would take considerably more time than has been proposed. Much of the funding from the grant will be used to defray the expense of hiring a consultant.

**Status Report:** A status report will be sent on or about April 15, 2000, indicating progress on the project.

**Close-out-Report:** A final close-out report will be presented when the project is completed, as specified.